



1. INTRODUCTION

On Tuesday, 2022-03-22, an agreement was reached in Jeddah, Kingdom of Saudi Arabia

BETWEEN

1. **Leading Modern Company for Logistic Services**, a limited liability company duly incorporated and existing under the laws of Saudi Arabia with commercial registration number 4030379626, having its office in Jeddah 2898 Barhat Al Mizan, Balad 6756, herein represented by Mr. Obeid Binzagr, ID 1004076673, as the company's director.

Herein referred to as **"Delivery Service Provider"** or **"DSP"**; or the first party and

1. Al Dashn Trading Company, a joint stock company duly incorporated and existing under the laws of Saudi Arabia with commercial registration number 4030406707, having its office in ,P.O. Box 8409 herein represented by Omar M Gamal, Mobile # 0533533571 email omar.mgamal@dashn.com as Founder

Herein referred to as **"Shipper"** or the second party

Each a **"Party"** and together the **"parties"**

WHEREAS

1. As the delivery service provider is a company operating in the field of land transportation, truck rental, postal parcel transportation, shipments, delivery services, etc., in the Kingdom of Saudi Arabia, and throughout the Middle East, and as the shipper is licensed to carry out retail business and services. Whereas the two parties wish to conclude an agreement for delivery services on a request-by-case basis;
2. Whereas both the shipper and the delivery service provider will use the application (as shown below), and that the application enables the shipper to request delivery services and enables the delivery service provider to receive and fulfill the order.
3. Whereas the parties wish to enter into this this Framework Agreement that will enable the shipper and its affiliates (the "Affiliate") to submit delivery requests in a timely manner through the App and that will be accepted or rejected by the delivery service provider through the application, provided that any such delivery service required by the shipper is subject to the terms and conditions of this Framework Agreement.

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2. DEFINITIONS AND INTERPRETATIONS

The following words and expressions, wherever mentioned in this Framework Agreement, and in each application shall have the following meanings in the context for each of them:

“Affiliate”	in relation to a party, any other entity which directly or indirectly Controls, is directly or indirectly Controlled by or is under direct or indirect common Control with, that party from time to time
“App”	the mobile application or the www.app-ksa.safearrival.com website (as may be updated or modified from time to time) used by both parties to place and accept orders for Delivery Services.
“Applicable Law”	all applicable Saudi Laws, statutes, regulations and codes from time to time in force which relate to this framework agreement, and any order and the delivery services
“Charges”	the charges or prices set out in Part A of Schedule 1 payable in consideration of the full and proper performance of the delivery services
“COD”	cash on Delivery, being the delivery Charges in respect of that Package and paid by the End Customer to the DSP at the time of Delivery
“Commencement Date”	the day the last party executes this framework agreement
“Confidential Information”	any and all information which is provided by one party (and/or their Affiliates) to or otherwise obtained by the other party and/or its Affiliates and its or their officers, employees or agents, whether conveyed orally, in writing, or otherwise (whether or not designated as "confidential information"), including but not limited to proprietary information, documents, financial information and



information relating to that party's systems, operations and procedures and any information derived from the above, and all information designated as confidential or which ought reasonably to be considered confidential.

“Data Protection Laws”

all applicable Laws relating to data protection, the use of personal data and privacy

“Delivery”

the collection of the Package from the Collection Point and the transportation of the Package to the Delivery Location by the Delivery Date and Time in accordance with the instructions contained within the Order and "Deliver" shall be construed accordingly

“Deliver Date and Time”

the date and time slot for Delivery of the Package as specified by the order

“Delivery location”

the location where the package is to be delivered specified in the Order

“Delivery services”

the services performed by the DSP to effect Delivery

“End customer”

the person the whom the package is being Delivered to

“Force Majeure Event”

in relation to an Order: war, insurrection, riot, civil commotion, act or threat of terrorism; lightning, earthquake, fire, flood, storm or extreme weather condition; act of God

“Initial Term”

the period referred to in clause 2.1 as the initial term



“Order”	a contract for the supply of Delivery Services formed by the DSP and shipper in accordance with clause 4
“Packages”	any package for which Delivery Services are to be performed pursuant to an Order
“Duration”	the period during which this Framework Agreement is in force in accordance with clause 2
“Termination Date”	the date on which this Framework Agreement expires or terminates whatever reason

1. The schedules form part of this Framework Agreement and will have the same force and effect as if set out in the body of this Framework Agreement and any reference to this Framework Agreement will include the Schedules
2. Unless the context otherwise requires references to the singular include the plural and vice versa and references to any gender include every gender; and references to a "person" include any individual, body corporate, association, partnership, firm, trust, organization, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity
(in each case whether or not having separate legal personality);
3. To the extent only of any conflict or inconsistency arising, the order of precedence will be as follows:
 1. The provisions of any clause of this Framework Agreement;
 2. The provisions of any Schedule to this Framework Agreement; and
 3. The provisions of any Order.

3. TERM

1. This framework agreement starts on the Commencement Date and will continue for one [1] year from the Commencement Date (the "Initial Term"), and it is renewed for a similar period unless one of the parties notifies his desire not to extend the extension in writing or via e-mail with 60 Days, after the preliminary period agreed upon by the parties, estimated at 90 days, in accordance with Clause this agreement may be terminated according to its terms.
2. Without prejudice to the termination rights stipulated in this framework agreement, the parties may, at least 30 days prior to the expiration date of the preliminary period, agree in writing to extend the term of this agreement for a period of up to twelve (12) months from the date of the expiry of the stipulated preliminary period, and as the first party may terminate this agreement during the introductory period without notice or compensation.



4. SCOPE OF FRAMEWORK AGREEMENT

This Framework Agreement creates a framework whereby the DSP and the Shipper (and Shipper Affiliates) may enter into Orders for Delivery Services. Each Order will be governed by and will incorporate the terms of this Framework Agreement. An Order will only be legally binding if, at the date of the Order, this Framework Agreement has not terminated or expired. Any amendment to this Framework Agreement agreed by the Shipper and the DSP in writing and signed by their authorized signatories will apply to all Orders after the date of the agreed amendment.

5. ORDER PROCESS

1. At any time during the Term the Shipper (and/or its Affiliates) may request an Order for the supply of Delivery Services.
2. Each Order shall specify the Charging methodology as described in clause 12 that shall apply to the Order.

6. PACKAGING OF THE SHIPMENTS

1. Packaging the Packages in travel worthy packing material is the sole responsibility of the Shipper.
2. Shipper shall ensure Packages handed over to DSP are in good condition and packed in travel worthy packing material, suitable for ordinary handling and transshipments.
3. Shipper must ensure not to ship any dangerous goods or restricted items without the prior written approval by DSP.
4. Shipper also undertakes not to ship any illegal packages and shall remain solely liable for the shipment of such packages.
5. It is mandatory for the merchant to provide Safe Arrival with a valid, reachable address stated clearly on the Air Waybill. If the addressee's address is found to be incomplete or incorrect, Safe Arrival shall not be held accountable for not being able to deliver the Shipment under such circumstances. Examples of faulty addresses below:
 - Incorrect Postal Codes
 - Non existing apartment numbers
 - Missing information such as contact number, street name, building name
6. Governmental authorities may, at their own discretion, open and inspect any shipment at any time with immediate notification to the shipper, provided that the notification includes the reason for opening or inspecting the shipment.

7. DELIVERY

1. Delivery of the Packages will occur when the Package is received at the Delivery Location at the Delivery Date and Time. The DSP will conduct 3 attempts to deliver the shipment. In case all three attempts are unsuccessful, the DSP shall return the shipment to the Shipper's warehouse and shall be entitled to the return Charges indicated to in Part 1 of Schedule A and shall not be otherwise liable to the Shipper
2. The Shipper must notify the DSP in case of change in any of the delivery pickup locations as soon as this change has taken effect. The Shipper shall be solely responsible for any delays in shipment delivery resulting from the Shipper not informing the DSP of such change in delivery pickup location.

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3. The DSP assumes no responsibility for the quality of the goods shipped by the shipper. In the event that the shipment is lost, damaged or missing any elements, the shipper must complete the appropriate and correct claim form to ensure that the DSP has all the information necessary to process the claim and resolve the situation as quickly as possible. If the DSP is found responsible for the lost / damaged shipment, he will bear the full value of the invoice amount in addition to the delivery fee if it is paid. All claims must be submitted to the DSP's account holder within one week
4. The DSP Shall:
 1. Deliver packages in quantities and multiples specified in the order; at the specified delivery location and within the Promised Delivery Date specified in the agreed upon service level agreement between both parties. If the parcel is delivered after the specified date, a 24-hour period will be added to complete the delivery process completely.
 2. Collect the purchase prices of the packages from the end customer in cash, when required, while making the transfer of these funds to the payment agent appointed by the shipper as shown in schedule 2
5. The shipper guarantees that the packages and packages carry the address of the delivery site, in accordance with any laws and requirements applicable to any carrier, and are properly packed and secured as described in the provisions of Article 5 to reach the delivery site without any delay and in an undamaged condition.

8. RTO PROCEDURE

1. The process of returning any shipment to the source shall take place, based on the shipper's instructions or by agreement of both parties together, if the shipment is withheld after a reasonable period of time or after several attempts at delivery. The reason for returning shipments to a source can be due to the following reasons, which include but are not limited to:
 1. The shipper has requested RTO,
 2. The shipper's customer refused to accept the shipment; Provided that it is not the delivery service provider who caused this.
 3. The shipper's customer refuses to pay charges applied to the shipment against duties, taxes, freight on delivery, cash on delivery, labor charges, additional handling charges, etc.,
 4. The shipper's customer has moved from the address shown on the waybill or the address is incomplete/incorrect and the Shipper is unable to obtain the correct delivery address,
 5. The shipper's customer refuses to provide documentation required for the clearance and/or receipt of the shipment,
 6. Shipper tried 3 delivery attempts without success,
2. If a shipment is returned for any of the aforementioned, the Shipper must pay the return charges as listed in Schedule 1
3. Shipper must acknowledge receipt of RTO

9. REPRESENTATIONS AND WARRANTIES

1. Each party represents and warrants to the other that:
 1. It is duly organized and validly existing under the laws of its incorporation, and has full power and authority to enter into this Framework Agreement and to perform its obligations;

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2. The implementation, delivery and performance of the parties for the actions and transactions envisaged by this framework agreement and the request does not and will not violate or conflict with or require any consent pursuant to or applicable to a breach or default under applicable law;
3. Any person who carries out part of the delivery services at all times carries all registrations, licenses, permits, approvals and authorizations as required by any applicable law or in force or as required by any competent authority throughout the term of the agreement;
2. When placing any order, the representations and guarantees mentioned in clause 8.1 shall be included in this request.

10. LICENSE GRANTS And RESTRICTIONS

1. The delivery service provider grants the shipper a non-exclusive and non-transferable right to use the software (application) and delivery services, for the purposes of the shipper company only, subject to the terms and conditions of this agreement. All rights not granted to the shipper are reserved by the delivery service provider and its licensors. The first party shall have the right to subcontract the implementation of any part of this contract with prior notice to the second party regarding the subcontracting and the provisions of the condition in that matter. The first party is responsible before the second party for the services provided by the subcontractor and to the extent that the service that he performs is as if it was provided by the first party and / or its employees.

11. INTELLECTUAL PROPERTY OWNERSHIP

1. The delivery service provider alone (and / or its licensors, where applicable) owns all rights, property rights and interest, including all relevant intellectual property rights, in the software and delivery service and any suggestions, ideas, enhancement requests, comments, recommendations, or other information. It is provided by you or any other party in connection with software and delivery services.

12. LIABILITIES NOT ASSUMED

1. The delivery service provider will not be liable for any damages caused by loss, late delivery or damage as a result of misrepresentation by the supplier of the products from the source.
2. The delivery service provider will not be for any delay due to customs clearance or government authorities' actions, in addition to the following "provided that this delay is not caused – directly or indirectly – by the service provider"
3. The delivery service provider will not be held liable for any damages caused by insufficient and correct packaging
4. The delivery service provider will not be held responsible for being unable to reach the recipient due to incomplete or inaccurate addresses or lack of documentation
5. The delivery service provider should not be responsible for clearing shipment if customs duties or taxes are not paid
6. The delivery service provider will not compensate the shipper for any damages as result of any of the aforementioned cases mentioned in clauses 11.1 to 11.5



13. CHARGES AND PAYMENTS

1. The Charges for the Delivery Services will be the agreed rates as set out in Schedule 1. Subject to the DSP performing its obligations in accordance with the terms of the relevant Order, the Shipper will pay the Charges for the Delivery Services supplied under that Order in accordance with this clause 13.
2. The Charges shall be paid in one of the following methods:
 1. For "Cash On Delivery" (COD) orders; in this case, the End Customer shall pay the total order value [Included in the Air waybill] at the time of the Delivery. Upon receiving the COD amount, the delivery service provider sends a receipt via the App regarding the delivery. Delivery fees are deducted from the total COD amount when the shipper transfers this amount to the delivery service provider according to the agreed upon COD remittance schedule in Schedule 3
 2. For prepaid orders/shipments: If these shipments are mixed with COD shipments, the delivery fee shall be paid by deducting it from the full Cash on Delivery amount upon COD remittance. If those shipments are only pre-paid (not mixed with COD shipments), the delivery fees are transferred to the delivery service provider's bank account as per the payment terms in clause 13.3.2 below. In this case the delivery service provider submits invoices to Shipper
3. If there are any other changes in taxes and / or government regulations that may affect the cost of fuel and result in an increase in other costs, it will be approved by the two parties and paid by the second party.
4. The first party has the right to apply for a price review after completing three (3) months from the date of the agreement or in the event that the customer does not adhere to the number and volume of orders per month (in the event that the number and / or volume of orders have been previously agreed between the two parties per month).
5. All prices are based on the scope of work required from the first party. Any change in the method and / or change of the range that was entered during the period, will grant the second party the right to review its prices.
6. With regard to the shipments subject to fees, it will be calculated on the basis of the actual weight of the shipment or the volumetric weight of the shipment, and whichever is greater, will be adopted in the process of evaluating the amount of the delivery fee
7. **Payment terms:**
 1. Payment of the charges is to be deducted weekly from the total COD amount, and in this case the DSP will submit invoices to the Shipper upon reconciliation of the COD amount. The DSP will provide such supporting information with an invoice as may be reasonably required by the Shipper. Each invoice will be a valid VAT invoice and contain; the Order reference number, a description of the Delivery Services to which it relates; and a separate calculation of the VAT. The DSP will submit invoices to the Shipper [via the App]
 2. For prepaid orders/shipments which delivery fees exceed the full COD amount or in the absence of any COD balance, then the shipper must transfer those fees [or the balance remaining after deducting the total COD amount] to the DSP's bank account weekly, during a period - not exceeding - seven (7) days from the date the DSP issues the invoices, in which case the delivery service provider submits those invoices to the shipper [on the last day of each week] in arrears. This delivery service provider provides supporting information with the invoice that the shipper may reasonably request. Add to each VAT invoice and contain: the order reference number; A description of the delivery services to which they relate; A separate VAT account.
 3. Any POS machine charges and/or bank charges related to COD transfer or transfer to delivery service fees for prepaid orders will be borne by the shipper

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8. If the Shipper, on bona fide grounds, disputes any part of an amount charged, invoiced or collected by the DSP (a "Disputed Sum"), the Shipper will, as soon as reasonably practicable, notify the DSP in writing of such dispute giving details of the dispute and:
 1. the Shipper will, if applicable, pay that part of the invoice which is not the Disputed Sum;
 2. the Shipper and the DSP will negotiate in good faith to resolve the dispute, but if a resolution cannot be reached within fifteen (15) days of the Shipper giving notice under this clause, then clause 23 of the Framework Agreement will apply to the dispute;
 3. the DSP will provide all such information and evidence as may be reasonably necessary to verify the Disputed Sum; and
 4. following resolution of the dispute, the Shipper will, within [thirty (30)] days, pay to the DSP that part of the Disputed Sum (if any).

14. VALUE ADDED TAX

1. Any amount payable under this Agreement or any request that includes value-added tax (and any similar or equivalent taxes, duties, fees and other taxes imposed by any government or other authority from time to time) shall be paid in addition to this amount in the manner and at the rate stipulated by law from time to time, Subject to receipt by the paying party of the VAT invoice (where VAT is charged).

15. FORCE MAJEUR

Neither the DSP nor the Shipper (or any of its Affiliates) will be in breach of this Framework Agreement or an Order or otherwise be liable to the other for any failure to perform or delay in performing its obligations to the extent that such failure or delay is due to a Force Majeure Event affecting this Framework Agreement or that Order (as the case may be) provided that the affected party notifies the other party of the Force Majeure Event immediately together with its likely duration and uses all reasonable endeavors to limit the effect of the delay

16. CONFIDENTIALITY AND DATA EXCHANGE AND INTEGRATION

1. Each party undertakes that it will not at any time disclose any confidential information to any person, except for its employees, officials, representatives or advisors who need to know that information for the purposes of exercising the rights of the concerned party or carrying out its obligations under or in relation to this framework agreement and / or The request, and each party must ensure the compliance of its employees, officials, representatives or advisors to whom the confidential information of the other party is disclosed under this Clause 18, as required by the regulation, a competent court, or any government or regulatory authority. to its employees, officers, representatives or advisors who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Framework Agreement and/or Order and each party shall ensure that its employees, officers, representatives or advisors to whom it discloses the other party's Confidential Information comply with this clause 18; as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
2. Each party is bound at all times by data protection laws and uses any data it receives under this framework agreement and / or request only to the extent necessary to fulfill its obligations.
3. Each party will comply at all times with Data Protection Laws and shall use any data it receives under this Framework Agreement and/or Order only to the extent necessary to perform its obligations.

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4. The shipper must inform the delivery service provider in the event of any technical defect or treatment of a failure.

17. SERVICE LEVEL AGREEMENT

1. DSP Shall use its best efforts to perform its delivery requests as per the service level agreement terms set out between both parties
2. The DSP does not provide delivery services in the list of Non-service cities listed as 'NSA' in the Promised Delivery Date section of the SLA agreement. The system (The App) will not accept any orders submitted to any of the non-service cities
3. The Shipper shall immediately inform DSP in the event of the occurrence of any technical failures in the App in order for DSP to address and remedy it.
4. The DSP shall provide complete call in-bound and out-bound call center support

18. TERMINATION

1. Either party may terminate this Framework Agreement at any time by giving not less than 60 days written notice to the other party.
2. If a party commits a material breach of this Framework Agreement which cannot be remedied or which can be remedied but fails to remedy that breach within thirty (30) days, the other party may terminate this Framework Agreement immediately by giving notice to that effect to the party in breach
3. The rights of termination set out in this clause 21 are without prejudice to that party's other rights or remedies under this Framework Agreement or otherwise.

19. GENERAL

1. "All notices, notices and correspondence between the two parties must be in writing, by registered mail or by e-mail, recorded in this agreement, and each party is obligated to notify the other party in writing in the event that any of the registered mail or e-mail changes within (3) days. As a maximum, otherwise the registered mail or e-mail address recorded in this agreement is deemed to be legally applicable. This Framework Agreement and each Order constitute the entire agreement between the parties and supersede any prior agreement or arrangement in respect of their respective subject matter and neither party has entered into this Framework Agreement in reliance upon, and it shall have no remedy in respect of, any representation or statement (whether made by the other party or any other person) which is not expressly set out in this Framework Agreement
2. "The contractual relationship between the two parties is an independent relationship within the limits of what is stated in this agreement -. Under no circumstances can the relationship between them be considered a partnership and / or two agencies, and neither party has the right to represent the other party. "This framework agreement may be implemented in any number of identical copies, each of which will constitute an original, but together will constitute one agreement



20. GOVERNING LAW

1. This agreement and every request and any non-contractual obligations arising out of or in connection with any of them are subject to the laws of the Kingdom of Saudi Arabia as applied in the courts of the Kingdom, which have exclusive jurisdiction to determine any dispute arising out of or in connection with the framework agreement or any request, and the courts of the city of Riyadh It is competent to handle any disputes **SIGNED BY** or on behalf of the parties the date stated at the beginning of this Framework Agreement **SCHEDULE 1 – The Charges**

Part A – Charges for Delivery Services

The charges set out in this Schedule 1 are the maximum that the DSP may charge pursuant to any Order

Service Type	From 0 to 10	Above 10
Delivery Charge - main cities KSA Riyadh-Jeddah- Dammam	20 SAR	1 SAR/Extra Kg
COD Handling charge	3 SAR/Order	-

- All charges are exclusive of 15% VAT
- Chargeable weight will be actual or volumetric weight whichever is higher for parcels bigger than 31cm x 31cm x 31cm . Volumetric weight will be calculated as

$$\frac{\text{Length} \times \text{Width} \times \text{Height}}{5000} = \text{Volumetric weight in Kg}$$

- Free Integration charges for User experience and status tracking
- Credit term is deducted from COD before transfer

